

FILED

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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

5 Attorneys for Defendants
6 HSBC BANK NEVADA, N.A.;
7 HSBC FINANCE CORPORATION;
8 BEST BUY CO., INC.; and BEST BUY STORES, L.P.

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 GARY DAVIS, an individual; on behalf
12 of himself, and as PRIVATE
13 ATTORNEY GENERAL, and on behalf
14 of all others similarly situated,

15 Plaintiffs,

16 vs.

17 HSBC BANK NEVADA, N.A., a
18 national bank; HSBC FINANCE
19 CORPORATION, a Delaware
20 corporation; BEST BUY CO., Inc., a
21 Minnesota corporation; BEST BUY
STORES, L.P., a Virginia limited
partnership; and DOES 1 through 50,
inclusive,

22 Defendants.

Case No. **CV08-05692**
NOTICE OF REMOVAL OF ACTION
PURSUANT TO 28 U.S.C. §1441(d)

(DIVERSITY/CLASS ACTION)

23 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

24 PLEASE TAKE NOTICE that pursuant to 28 U.S.C. § 1441(d) defendants
25 HSBC Bank Nevada, N.A.; HSBC Finance Corporation; Best Buy Co., Inc.; and Best
26 Buy Stores, L.P. (collectively, "Defendants") hereby remove to this Court the state
court action described below.

27 1. On July 28, 2008 an action was commenced in the Superior Court of the
28 State of California in and for the County of Los Angeles, entitled *Gary Davis, etc., et*

1 *al., vs. HSBC Bank Nevada, N.A., et al.*, as Case Number BC 395293. A copy of the
2 complaint is attached hereto as Exhibit "A".

3 2. Defendants Best Buy Stores, L.P. and Best Buy Co., Inc. were served
4 with a copy of the complaint through their agent CT Corporation on July 31, 2008.
5 Plaintiffs attempted to serve Defendant HSBC Bank Nevada, N.A. by serving HSBC
6 Bank USA, N.A., on August 15, 2008 through its agent CT Corporation.
7 Accordingly, this Notice is timely pursuant to 28 U.S.C. § 1446(b). Copies of the
8 summonses served on each Defendant are attached hereto as Exhibit "B."

9 3. This action may be removed to this Court by Defendants pursuant to 28
10 U.S.C. §1441(d) in that this Court has original jurisdiction over this civil action under
11 28 U.S.C. §1332(d) because, as set forth below, the amount in controversy exceeds the
12 sum of \$5,000,000 in the aggregate, exclusive of interest and costs, and Plaintiffs and
13 all Defendants are citizens of different states.

14 (a) Amount in Controversy. Plaintiffs purport to seek recovery of
15 "annual fees" charged to putative class members. According to Plaintiffs,
16 annual fees are from \$0 to \$79 for each class member. The class is defined as
17 all persons in the past four years who received a Reward Zone MasterCard and
18 paid an annual fee (and any interest charges and related fees). For purposes of
19 this petition only, and not conceding liability or the existence or amount of
20 potential damages recoverable by Plaintiffs, Defendants allege that the total
21 aggregate amount of the annual fees charged to members of the putative class
22 exceeds \$5,000,000.

23 (b) Citizenship of the Parties. Plaintiff Davis and the class members
24 he purports to represent are alleged to be citizens of the State of California. The
25 citizenship of each Defendant, for purposes of removal jurisdiction, is as
26 follows:

27 (1) Defendant HSBC Bank Nevada, N.A. is a national bank.
28 The state listed in its organization certificate is the State of Nevada. Its

1 principal place of business is in the State of Nevada. 28 U.S.C. § 1348;
 2 *Firststar Bank, N.A. v. Faul*, 253 F.3d 982, 993-994 (7th Cir. 2001).


3 (2) Defendant HSBC Finance Corporation is a Delaware
 4 corporation with its principal place of business in the State of Illinois.

5 (3) Defendant Best Buy Co., Inc. is a Minnesota corporation
 6 with its principal place of business in the State of Minnesota.

7 (4) Defendant Best Buy Stores, L.P. is a Virginia limited
 8 partnership with its principal place of business in the State of Minnesota.
 9 The general partner of Best Buy Stores, L.P. is BBC Property Co., a
 10 Minnesota corporation with its principal place of business located in
 11 Minnesota. The sole limited partner of Best Buy Stores, L.P. is BBC
 12 Investment Co., a Nevada corporation with its principal place of business
 13 located in Minnesota.

14 DATED: August 29, 2008

KATTEN MUCHIN ROSENMAN LLP
 Stuart M. Richter
 Gregory S. Korman

18 By: 
 19 Stuart M. Richter
 20 Attorneys for Defendants HSBC BANK
 21 NEVADA, N.A.; HSBC FINANCE
 22 CORPORATION; BEST BUY CO.,
 23 INC.; and BEST BUY STORES, L.P.

Katten
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 LLP

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Exhibit A

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUL 28 2003

John A. Clarke, Executive Officer/Clerk

BY MARY GARCIA, Deputy

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Attorneys for Plaintiff GARY DAVIS, and all
others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

GARY DAVIS, an individual; on behalf of
himself, and as PRIVATE ATTORNEY
GENERAL, and on behalf of all others similarly
situated,

Plaintiff,

vs.

HSBC BANK NEVADA, N.A., a national bank;
HSBC FINANCE CORPORATION, a Delaware
corporation; BEST BUY CO., Inc., a Minnesota
corporation; BEST BUY STORES, L.P., a
Virginia limited partnership; and DOES 1
through 50, inclusive,

Defendants.

Case No. BC³95293

CLASS ACTION COMPLAINT FOR:

- (1) Violation of *Business and Professions Code* §17200, *et seq.* [Unfair Competition Law];
- (2) Violation of *Business & Professions Code* §17500, *et seq.* [False Advertising]; and
- (3) Fraud and Deceit

JURY TRIAL DEMANDED

Plaintiff GARY DAVIS ("Plaintiff" or "Davis"), on behalf of himself and all other similarly situated, hereby complains and alleges against Defendants HSBC BANK NEVADA, N.A. ("HSBC Nevada"), HSBC FINANCE CORPORATION ("HSBC Finance"), BEST BUY CO., INC. ("Best Buy Co.") and BEST BUY STORES, L.P. ("Best Buy Stores") as follows:

///

///

THE PARTIES

1
2 1. At all times relevant hereto, Plaintiff was a resident of the County of Los Angeles, State
3 of California.

4 2. At all relevant times, the class of Plaintiffs on behalf of which Plaintiff is bringing this
5 suit were residents of the State of California. Such persons shall hereinafter be referred to as the
6 "Class" or "Class Members."

7 3. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant
8 hereto, Defendant HSBC Bank Nevada, N.A. ("HSBC Nevada") is a national bank chartered by the
9 United States Office of the Comptroller of the Currency ("OCC"), and is thus duly qualified to transact
10 business in the State of California.

11 4. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant
12 hereto, HSBC Nevada was a subsidiary of HSBC Holdings PLC ("HSBC Holdings"), which is a global
13 banking organization based in the United Kingdom with operations in 80 countries. Plaintiff is further
14 informed and believes, and based thereon alleges, that HSBC Holdings owns or controls a number of
15 subsidiaries, including HSBC Nevada, and that the combined domestic deposits of these entities
16 exceeded \$87 Billion, and that the combined total assets of these entities exceeded \$190 Billion.

17 5. Plaintiff is informed and believes that Defendant HSBC Finance Corporation ("HSBC
18 Finance") is also a subsidiary of HSBC Holdings, and that it is a bank holding company. Plaintiff is
19 further informed and believes that HSBC Finance provides consumers with several types of loan
20 products, including making available various credit cards, such as MasterCard, Visa, American Express
21 and Discover.

22 6. Plaintiff is further informed and believes, and based thereon alleges, that at all times
23 relevant hereto, HSBC Nevada and HSBC Finance (collectively, "HSBC") were regularly engaged in
24 the transaction of business in the County of Los Angeles, State of California, but that unlike HSBC
25 Nevada, HSBC Finance was not authorized to conduct business in the State at any time relevant hereto.

26 7. Plaintiff is further informed and believes, and based thereon alleges, that at all times
27 relevant hereto, Defendant Best Buy Stores, L.P. ("Best Buy Stores") was a limited partnership
28 organized and existing under the laws of the State of Virginia. Plaintiff is further informed and

1 believes, and based thereon alleges, that at all times relevant hereto, Defendant Best Buy Co., Inc.
2 (“Best Buy Co.”) was a corporation organized and existing under the laws of the State of Minneapolis.

3 8. Plaintiff is further informed and believes, and based thereon alleges, that at all times
4 relevant hereto, Best Buy Stores was the wholly owned subsidiary of Best Buy Co. (collectively, “Best
5 Buy”). Plaintiff is further informed and believes, and based thereon alleges, that at all times relevant
6 hereto, Best Buy owned and operated numerous retail stores in the State of California, including
7 multiple locations in Los Angeles County. Plaintiff is further informed and believes, and based thereon
8 alleges, that at all times relevant hereto, Best Buy was regularly engaged in the transaction of business
9 in the County of Los Angeles, State of California.

10 9. Plaintiff is informed and believes, and based thereon alleges, that Best Buy is, in its own
11 words, “the nation's leading specialty retailer of technology and entertainment products and services.”
12 Further, Best Buy Stores claims that it reaches an estimated 300 million consumers per year through
13 more than 600 retail stores in 48 states and online at BestBuy.com.

14 10. Plaintiff is informed and believes, and based thereon alleges that at all times herein
15 mentioned, HSBC, Best Buy, and DOES 1 through 50, inclusive (collectively, “Defendants”), are each
16 responsible in some manner for the transactions, events and occurrences herein alleged and that
17 damages herein alleged were proximately caused thereby. Plaintiff is informed and believes, and based
18 thereon alleges that each of the Doe Defendants was intentionally, negligently, or in some other
19 manner the cause, or contributing cause of, or otherwise responsible for the events and happenings
20 alleged in this complaint and for Plaintiff's injuries and damages and those of the Class. Plaintiff will
21 seek leave to amend this complaint to allege the true names and capacities of each such Doe Defendant,
22 together with such additional allegations as may be appropriate, when their names, capacities, and the
23 nature of their involvement have been ascertained.

24 11. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant
25 hereto, Defendants, and each of them, were the agents, joint venturers, trustees, servants, partners,
26 alter-egos, parent corporations, contractors, and/or employees of each of the remaining Defendants, and
27 that the acts and/or omissions herein alleged were done by them acting individually, through such
28 capacity or through the scope of their authority, and that such conduct was thereafter ratified by the

1 remaining Defendants.

2 12. As described herein, Plaintiff is informed and believes, and based thereon alleges, that at
3 all times relevant hereto, Defendants, and each of them, solicited business from residents and other
4 individuals within the State of California, conducted business with consumers in the State of
5 California, and solicited and conducted business with Plaintiff and others similarly situated, said
6 business being the subject matter of this Class Action Complaint.

7 GENERAL ALLEGATIONS COMMON TO ALL COUNTS

8 A. The Reward Zone Program

9 13. The "Reward Zone Program" is a promotional campaign disseminated by Defendants to
10 California residents wherein Defendants offer California residents (and residents of the remaining 49
11 States as well) a way to obtain "Reward Certificates, which are coupons for discounts off future
12 purchases" at Best Buy locations throughout the country. At all times relevant hereto, the Reward
13 Zone Program was advertised to California residents in print (including newspaper circulars and in-
14 store brochures), online, on television and radio, and other forms of media as well, all of which were
15 disseminated throughout the State and country.

16 14. Part of the "Reward Zone" program is the availability of a MasterCard credit card,
17 which is touted as giving users the opportunity to earn points faster as they can use the card not only at
18 Best Buy, but wherever MasterCard is accepted.

19 15. The various newspaper and internet advertisements for the Best Buy Reward Zone
20 MasterCard describe its benefits as including: (1) automatic enrollment in the Reward Zone program;
21 (2) obtaining reward certificates to use toward music, movies, electronics and more at Best Buy stores;
22 (3) exclusive bonus point offers to earn rewards even faster; (4) worldwide acceptance; (5) \$0 liability
23 on unauthorized purchases; and (6) "much more". Exhibit A is a true and correct print-out from Best
24 Buy's on-line advertisement of its Reward Zone MasterCard.

25 B. Plaintiff Applies for a Reward Zone MasterCard

26 16. In or about April 2007, Plaintiff reviewed a newspaper advertisement by Defendants (a
27 true copy of the ad is attached hereto as Exhibit B), within which the Reward Zone MasterCard was
28 promoted. The ad offered Plaintiff the option of applying over the phone, on-line, or at one of the

1 stores. The advertisement further represented that applicants would earn \$25 worth of reward
2 certificates with their very first purchase, and while there was fine print contained within the ad, there
3 was no mention anywhere about charging consumers an annual fee for the credit card.

4 17. Plaintiff applied online to become a MasterCard Member. Prior to applying, Plaintiff
5 read and reviewed the Program Overviews and Rules, none of which referenced the application of an
6 annual fee for those desiring to become MasterCard Members. A true copy of these rules is attached as
7 Exhibit "C".

8 18. During the application process, a consumer is offered the opportunity to click on a link
9 entitled "FAQ's" (Frequently Asked Questions). A true copy of those FAQ's are attached hereto as
10 Exhibit "D", and there is no mention of an annual fee within the FAQ's.

11 19. While applying on-line, Plaintiff was forwarded to the part of Defendants' website
12 labeled "Best Buy MBBC Consumer – Review the Important Account Credit Terms." Therein,
13 Plaintiff observed a small text box entitled "The Reward Zone® program - MasterCard® Privacy
14 Statement - HSBC BANK NEVADA, N.A." (the "Privacy Statement"). Neither Plaintiff nor any of
15 the Class Members were required by Defendants on the website to scroll through and read all of the
16 text within the Privacy Statement before they could submit their applications, nor were they asked to
17 confirm their consent to any of the individual terms set forth therein. Instead, Plaintiffs were required
18 to simply click a small box below the Privacy Statement signaling their agreement thereto. A true and
19 correct print-out from the web-site containing the privacy statement is attached as Exhibit "E". As can
20 be seen the actual text that can be viewed within the box at any one time is quite limited, and below
21 that box is the area that must be clicked on to indicate the consumer's agreement to the terms.

22 20. Thereafter, Plaintiff submitted his completed online application to Defendants. At the
23 time he applied, Plaintiff is informed and believes that his credit was excellent (his FICO score
24 exceeding 720). Further solidifying that belief, Defendants instantly approved Plaintiff as a
25 MasterCard Member, and his MasterCard arrived in the mail shortly thereafter.

26 21. The MasterCard was sent to Plaintiff by Defendants along with seven brochures ("bill
27 stuffers") containing small type and various legal disclosures. Six of the seven made no mention of the
28 application of an annual fee, including a 16-page brochure entitled "Cardholder Agreement and

1 Disclosure Statement.” Much to Plaintiff’s surprise, however, the 7th (entitled “Additional Disclosure
2 Statement”) contained a single line in 10-point type on an inside page that read: Annual Fee - \$59

3 22. Plaintiff was also surprised to learn that despite his excellent credit, Defendants had
4 only approved him to charge up to \$300 on his Reward Zone MasterCard. Indeed, many of the benefits
5 advertised to potential and actual MasterCard Members were unavailable for purchases made below
6 \$300.

7 23. It was not until after Plaintiff received his MasterCard that he became aware of the fact
8 that if one scrolled down far enough within the “Terms & Conditions” portion of the application on
9 Defendant’s website that, Defendants disclosed only the possibility that an annual fee could be charged
10 to MasterCard Members. Even then, such a disclosure was made toward the end of the so-called
11 “Privacy Statement,” and states merely: “\$0 - \$79. The Annual Fee will be based on our credit review.
12 You will be notified of the Annual Fee amount at the time you receive your card. Upon Approval, the
13 Annual Fee will be billed to your Account.”

14 24. In other words, Defendants fail to disclose to and/or conceal from California consumers
15 whether Defendants will charge an annual fee to MasterCard Members until after the MasterCard is
16 received by the Member, and the annual fee has already been assessed. Defendants also fail to disclose
17 and/or actively conceal the criteria they will utilize to determine whether to apply a fee at all, and if so,
18 in what amount.

19 25. When Defendants approved Plaintiff to become a MasterCard Member, they instructed
20 him to call a toll-free number to “activate” his MasterCard prior to use. Believing the unusually small
21 limit and annual fee to be unreasonable obstacles towards obtaining the advertised Reward Certificates
22 and other benefits, Plaintiff instead placed the MasterCard in a drawer, not activate it, and thus avoid
23 application of any annual fee.

24 26. Two weeks later, Plaintiff received an invoice from Defendants containing a single
25 charge for the \$59 annual fee. A true copy of that invoice is attached as Exhibit “F”. Plaintiff wrote
26 Defendants and requested that his credit limit be increased and that the annual fee be removed from his
27 Card.

28 27. In response, Defendants sent Plaintiff two form letters. The first stated that a Reward

1 Zone MasterCard program with no annual fee was not available; the second stated that a credit increase
2 was not available.

3 28. In the months that followed, Plaintiff continued to write Defendants in an effort to have
4 the terms of his MasterCard Membership changed to those represented by Defendants within their
5 various solicitations, and his credit limit increased. To date, Plaintiff has paid the \$59 annual fee twice,
6 plus additional interest and finance charges, towards a MasterCard Membership for a credit card he
7 never activated nor used.

8 29. Plaintiff made payments from his Washington Mutual account, located in Culver City,
9 California, and those payments were made to Defendant's address in City of Industry, California.
10 Thus, all transactions in this matter occurred within the State of California.

11 **C. Defendants' Concealment & Inadequate Disclosures**

12 30. As set forth above, the advertisements, promotions, and representations made by
13 Defendants to California consumers (including Plaintiff) both before, during and after the process
14 required by them to obtain a Reward Zone MasterCard fail to adequately or clearly disclose and/or
15 actively conceal the fact that MasterCard Members will be subject to an annual fee.

16 31. Plaintiff is informed and believes, and based thereon alleges that Defendants fully
17 intend to apply an annual fee, and that Defendants' practice of misstating, concealing, and referencing
18 only the possibility of applying an annual fee, and the burying of those terms and conditions within fine
19 print disclosures, is deceptive, misleading, fraudulent, unfair and in violation of California law.

20 **D. Class Action Allegations**

21 32. Plaintiff brings this class action, on behalf of himself and all others similarly situated in
22 California during all or part of the class period, as more fully explained below. The questions of law
23 and fact common to the class predominate over questions affecting the individual members and, on
24 balance, a class action is superior to other methods available for adjudicating the controversy.

25 33. Plaintiff seeks to represent the Class Members, who are presently defined as all persons
26 who, in the past four years:

- 27 a. Applied for MasterCard Membership with Defendants;
28 b. Were approved by Defendants for MasterCard Membership;

1 c. Received Defendant's Reward Zone MasterCard; and

2 d. Were charged an annual fee (and any interest charges or related fees arising
3 therefrom) following their approval.

4 34. There is a well-defined community of interest in the litigation and the Class Members
5 are easily ascertainable.

6 35. Numerosity: The Class Members are potentially so numerous that an individual joinder
7 of all members is impracticable under the circumstances of the case. While the exact number of Class
8 Members is unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that
9 Defendants' Reward Zone Mastercard was marketed and sold to many thousands of California
10 residents.

11 36. Common Questions Predominate: Common questions of law and fact exist as to all
12 Class Members, and predominate over any questions that affect only individual members of the Class.
13 The common questions of law and fact include, but are not limited to:

14 a. Whether Defendants failed to disclose the application of an annual fee within
15 their uniform, marketing materials for the Reward Zone program MasterCard;

16 b. Whether Defendants' uniform disclosures and representations were misleading
17 or otherwise inadequate;

18 c. Whether Defendants' conduct constitutes false or misleading advertising in
19 violation of California *Business and Professions Code* §17500; and

20 d. Whether Defendants' conduct constitutes "unlawful," "unfair" or "fraudulent"
21 conduct proscribed by California *Business and Professions Code* §17200, *et seq.* (the "UCL");

22 37. Typicality: Plaintiff's claims are typical of the claims of the members of the Class. Due
23 to Defendants' common course of conduct, Plaintiff and all members of the Class were unwittingly
24 forced to pay annual fees, regardless of whether a single purchase was ever made with the Card, or
25 whether the MasterCard was ever activated by the consumer at all.

26 38. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
27 the Class. Plaintiff resides in California and has been charged annual fees and resulting finance fees in
28 connection with his MasterCard Membership. Plaintiff has retained counsel, who has substantial

1 experience in complex civil litigation and class actions.

2 39. Superiority: This class action is superior to other available means for the fair and
 3 efficient adjudication of the claims of Plaintiff and the Class Members. The damages suffered by each
 4 individual Class Member may be limited. Damages of such magnitude are small, given the burden and
 5 expense of individual prosecution of complex and extensive issues that has been necessitated by
 6 Defendants' conduct. Further, it would be virtually impossible for the Class Members to individually
 7 and effectively redress the wrongs alleged herein. Even if the Class Members could afford such
 8 individual litigation themselves, the Court system could not. Individualized litigation presents a
 9 potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties
 10 and the Court system presented by the complex legal and factual issues of this case. By contrast, the
 11 class action device presents far fewer management difficulties, as well as the benefits of a single
 12 adjudication, economy of scale, and comprehensive supervision by a single court.

13 40. Plaintiff is unaware of any particular difficulties that are likely to be encountered in the
 14 management of this action that would preclude its maintenance as a class action.

15 41. Plaintiff, on behalf of himself and all others similarly situated, seeks damages and
 16 equitable relief, including restitution, for violations of the California Business and Professions Code
 17 (Unfair Business Practices and False Advertising), and for Fraud and Deceit. On behalf of himself and
 18 the Class Members, and, to the extent appropriate, on behalf of the general public of California,
 19 Plaintiff seeks, among other things, injunctive relief, equitable relief, including restitution and
 20 disgorgement, and actual and punitive damages, and attorney's fees.

21 **First Cause of Action for**

22 **Violation of Business and Professions Code §17200 et seq.:**

23 **Unfair Competition Law ("UCL")**

24 ***(Alleged Against All Defendants)***

25 42. Plaintiff incorporates by reference paragraphs 1 – 41 above as though fully set forth
 26 herein. Plaintiff has suffered injury in fact and has suffered financial loss as a result of Defendants'
 27 conduct as alleged in this claim for relief.

28 43. Defendants' acts, conduct and practices as described herein constitute unlawful, unfair,

1 fraudulent, and deceptive business acts and practices within the meaning of the UCL.

2 44. Defendants' acts, conduct and practices, as alleged herein, were unfair, in that any
3 utility for Defendants' conduct is outweighed by the gravity of the consequences to Plaintiff, the Class
4 Members, and the general public, and/or Defendants' conduct is immoral, unethical, oppressive,
5 unscrupulous or substantially injurious to Plaintiff, the Class Members and the general public.

6 45. Defendants' acts, conduct and practices, as alleged herein, were fraudulent, in that they
7 were likely to and did deceive Plaintiff, the Class Members and the general public, and Defendants
8 engaged in such acts, conduct, and practices knowingly.

9 46. Defendants' unfair, fraudulent, and deceptive business acts and practices are described
10 herein and include, but are not limited to, the following:

11 a. Failing to disclose the application of an annual fee prior to a consumer obtaining
12 Defendant's Reward Zone MasterCard;

13 b. Disclosing only the possibility of an annual fee to MasterCard Members in the
14 deceptive manner described above, and then failing to disclose the terms utilized by Defendants (if
15 any) to determine whether an annual fee would be applied and, if so, in what amount; and

16 c. Applying the annual fee prior to the consumer's activation or use of the Card.

17 47. As a direct and proximate result of Defendants' unfair, unlawful and fraudulent business
18 practices as alleged herein, Defendants were able to: (a) issue more Cards to California consumers; (b)
19 receive more credit card purchases for Best Buy products; (c) charge more annual fees; and/or (d)
20 charge more finance charges than they otherwise would have. Accordingly, Defendants received and
21 are now in possession of excessive and unjust revenues and profits.

22 48. Plaintiff, on behalf of himself, the Class Members, all others similarly situated in
23 California, and, where appropriate, on behalf of the general public of California, seeks an order
24 including, but not limited to: (1) directing Defendants to cease and desist all advertising, promotional
25 and sales activities and practices described herein; (2) enjoining Defendants' use of the these deceptive
26 and misleading advertising devices; (3) directing Defendants to disgorge, for the benefit of Class
27 Members, its profits and compensation emanating from the annual fees charged to MasterCard
28 Members, and/or make full restitution to Plaintiff and Class Members; and (4) enjoining Defendants

1 from charging annual fees to MasterCard Members who never activate or use their Cards.

2 49. Plaintiff also seeks costs of litigation, and attorneys' fees pursuant to *Code of Civil*
3 *Procedure* §1021.5, and such other relief as the Court deems proper, including, but not limited to, any
4 other relief the Court deems acceptable, in accordance with section 17203 of the *Business and*
5 *Professions Code*.

6 **Second Cause of Action for**

7 **Violation of Business & Profession Code §17500:**

8 **False Advertising**

9 ***(Alleged Against All Defendants)***

10 50. Plaintiff incorporates by reference paragraphs 1 – 49 above as though fully set forth
11 herein.

12 51. The standardized advertising and marketing of the benefits of the Reward Zone
13 MasterCard Membership undertaken by Defendants constitutes advertising services and commercial
14 statements disseminated by Defendants. Such statements contained untrue and/or misleading
15 representations, or omitted material information. Plaintiffs allege that the foregoing was known, or by
16 the exercise of reasonable care should have been known, by Defendants at the time of dissemination, to
17 be deceptive, in violation of *Business and Professions Code* §17500, *et seq.* and other similar false
18 advertising statutes of this State.

19 52. Accordingly, Plaintiff and the Class Members are entitled to equitable and injunctive
20 relief, on behalf of themselves and all others similarly situated, and hereby request equitable and
21 injunctive relief: (1) directing Defendants to cease and desist all advertising, promotional and sales
22 activities and practices described herein; (2) enjoining Defendants' use of the these deceptive and
23 misleading advertising devices; (3) directing Defendants to disgorge, for the benefit of Class
24 Members, its profits and compensation emanating from the annual fees charged to MasterCard
25 Members, and/or make full restitution to Plaintiff and Class Members; and (4) enjoining Defendants
26 from charging annual fees to MasterCard Members who never activate or use their Cards.

27 53. Plaintiff also seeks costs of litigation and attorneys' fees pursuant to *Code of Civil*
28 *Procedure* §1021.5, and such other relief as the Court deems proper.

Third Cause of Action for

Concealment

(Alleged Against All Defendants)

54. Plaintiff incorporates by reference paragraphs 1 – 53 above as though fully set forth herein.

55. At various times as set forth in this Complaint, Defendants fraudulently concealed material facts from Plaintiffs and Class Members. Those material and intentional concealments and omissions (the “Fraudulent Concealments”) include, but are not limited to, Defendants’ advertisements, which failed to disclose the application of an annual fee for consumers who obtained the MasterCard.

56. While Defendants were making the Fraudulent Concealments, they knew the true facts to be the opposite thereof.

57. Defendants knew that each of the Fraudulent Concealments were deceitful and fraudulent at the time that they were made, or, at a minimum, made the Fraudulent Concealments with reckless disregard for the true facts.

58. Defendants made these Fraudulent Concealments for the primary purposes of inducing Plaintiff and others similarly situated to become MasterCard Members and make purchases at Best Buy stores using the Reward Zone MasterCard.

59. Plaintiff and the Class Members were unaware of the true facts that were concealed by Defendants’ and therefore applied for and received Reward Zone MasterCards and MasterCard Memberships, having no reason to suspect that the transactions were predicated upon such material, deceitful and fraudulent concealments.

60. As a direct and proximate result of the foregoing, Plaintiff and the Class Members have been damaged in an amount to be determined according to proof at the time of trial.

61. In doing the acts herein alleged, Defendants acted with malice, oppression, and fraud in order to induce Plaintiff and Class Members into obtaining the Reward Zone MasterCard and paying annual fees (and related finance charges) from which Defendants would profit by the collection of those undisclosed fees. Such despicable conduct, in willful and conscious disregard of Plaintiff’s and the Class Members’ rights, justifies an award of exemplary damages against these Defendants, in

1 amounts as may be determined according to proof at the time of trial.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff, individually and on behalf of the Class Members and all others
4 similarly situated in the State, prays for judgment as follows:

5 1. For an order certifying the Class and appointing Plaintiff and his counsel to represent
6 the Class;

7 2. For an order awarding compensatory damages in an amount which may be proven at
8 trial, together with interest thereon;

9 3. For an order awarding restitution and/or disgorgement and other equitable and
10 declaratory relief as the Court deems proper;

11 4. For an order awarding exemplary damages in an amount to deter and punish;

12 5. For an order awarding pre-judgment and post-judgment interest, as well as reasonable
13 attorneys', experts' witness fees and other costs;

14 6. For an order enjoining Defendants from continuing to engage in the unlawful, unfair and
15 fraudulent activities, business practices and false advertising described above; and

16 7. For an order awarding such other and further relief as this Court may deem just and
17 proper.

18 Dated: July 25, 2008

ROXBOROUGH, POMERANCE & NYE LLP

19
20 By: 

Drew E. Pomerance, Esq.

Burton E. Falk, Esq.

21 Attorneys for Plaintiff GARY DAVIS,
22 individually, and on behalf of himself, as
23 PRIVATE ATTORNEY GENERAL and on behalf
24 of all others similarly situated
25
26
27
28

JURY TRIAL DEMAND

Plaintiffs hereby demand a trial by jury on all matters at law upon which they have a right to a jury trial.

Dated: July 25, 2008

ROXBOROUGH, POMERANCE & NYE LLP

By: 

Drew E. Pomerance, Esq.

Burton E. Falk, Esq.

Attorneys for Plaintiff GARY DAVIS,
individually, and on behalf of himself, as
PRIVATE ATTORNEY GENERAL and on behalf
of all others similarly situated

EXHIBIT

A

English | Español



Only at Best Buy. The Reward Zone MasterCard is a MasterCard® credit card. It is not redeemable for cash. It is subject to the terms, conditions and restrictions of the Reward Zone MasterCard program. See www.MyRewardZone.com for details.

0 items

SEARCH FOR Keyword or Item #

IN All Categories

GO

Welcome. Please [create an account](#) or [Sign in](#).

APPLY TODAY

Earn points faster on purchases you make everyday with a Reward Zone® program MasterCard®.

- Earn 4% on Best Buy purchases
- Earn 2% on dining and grocery purchases.*
- Earn 1% everywhere MasterCard is accepted.

Benefits include:

- Automatic enrollment in the [Reward Zone® program](#)
- Get reward certificates to use toward music, movies, electronics and more at Best Buy stores.
- Enjoy exclusive bonus point offers throughout the year to earn rewards even faster.
- Worldwide acceptance
- \$0 liability on unauthorized purchases
- Much more

Applying online is secure, fast and easy.

[APPLY TODAY](#)

[Reward Zone Program MasterCard Rules](#)
[Reward Zone MasterCard Credit Card FAQs](#)

MANAGE ACCOUNT

Already have an account?

- View your account activity
- Pay your bill online
- Check your credit card balance
- Update your account information

[MANAGE ACCOUNT](#)

Want to manage your Reward Zone® program membership?

- Check your points balance
- View special members-only offers
- Print reward certificates and more!

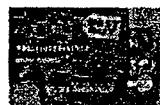
Visit [MyRewardZone.com](#).

* Earn 2% on Net Purchases made at Retail Establishments that transmit Merchant Location to MasterCard as Restaurants/Bars and Grocery Stores. Grocery Store purchases must be made at stand-alone grocery stores and exclude purchases made at superstores, warehouse clubs and discount clubs. We do not determine whether merchants correctly identify and bill transactions as being made at restaurants or grocery store providers.



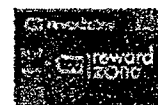
Gift Cards

- Buy a Gift Card
- Check your balance



Credit Cards

- Learn more
- Apply now
- Make a payment



Reward Zone® Program

- Learn more
- Check points

Your Order

[Order Status](#)
[Shipping & Delivery](#)
[Store Pickup](#)
[Find a Rebate](#)
[Returns](#)

Product Support

[Installation & Repairs](#)
[Warranties](#)

Safe & Secure Shopping

[Conditions of Use](#)
[Legal Policies](#)
[Privacy Policy](#)
[California Privacy Rights](#)
[Low Price Guarantee](#)

More Best Buy Sites

[Select a Site](#)

[RSS - \(What's this?\)](#)

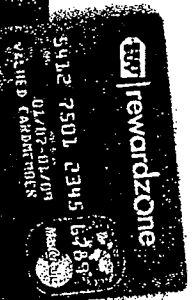
EXHIBIT

B

VISIT us in store

plus

Earn **TRIPLE POINTS**
when you buy any digital camera
or camcorder and 3 accessories
with your card.¹



Apply in store or at
BestBuy.com/RZMC today.

Offering card or as a prize must be made within 60 days of application date. The valid on-threshold reward option and first purchase must be made within 60 days of application date. The valid on-threshold purchase of cash equivalent. Allow 1-6 weeks for delivery of certificates by mail. Other restrictions may apply. **Reward Zone** program MasterCard® cash cards are issued by HSBC Bank (New York, NY) and are serviced by Citicard, HSBC Card Services Inc. and/or HSBC Card Services (U) Inc. When the purchased on some receipt, **Reward Zone** program MasterCard® holders will receive 3 points for each dollar spent (6%).

BEST BUY rewardzone

Last year, customers like you recycled more than
15 million pounds
of electronics through Best Buy recycling programs.

That's more than any other U.S. retailer program. This year, we'll help you recycle even more.

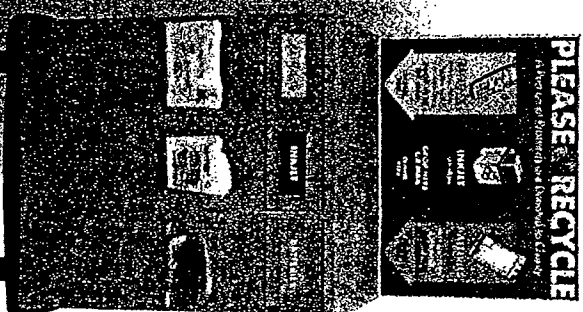
learn more at BestBuy.com/recycling

**Call 1-888-BEST BUY (1-888-237-8289)
FOR ALL STORE LOCATIONS AND HOURS**

Financing Info: On approved purchases on the Best Buy consumer credit card by HSBC Bank, N.A. Min. finance charge = 2%. Certain rules apply to the allocation of payments and Finance Charges on your personalized purchases if you make more than one purchase on your credit card. Call 1-888-367-4310 or review your cardholder agreement for info.

Deferred Interest Info: Program as Variable Standard APR: 29.45% as of 4/1/07. Variable Default APR: 29.45% as of 4/1/07. Program as Variable Standard APR: 25.45% as of 4/1/07. Variable Default APR: 25.45% as of 4/1/07.

cell phone recycling of your
old cell phones,
rechargeable batteries
and inkjet cartridges
at our in-store kiosks, available
in every U.S. Best Buy store.

[illegible]

ADD1P1 © 2007 Best Buy

Some of our raised items may not be the "touchy" but at least making fact they is not reasonable for the people and to prevent status at the end. It is a great concern, "the end is the threat, the beginning is the opportunity of some states, but may be the greatest for purchase online or through Government. Fulfillment. Regular parts and others may only locally on certain items. Some of our raised items may not be the "touchy" but at least making fact they is not reasonable for the people and to prevent status at the end. It is a great concern, "the end is the threat, the beginning is the opportunity of some states, but may be the greatest for purchase online or through Government. Fulfillment. Regular parts and others may only locally on certain items.

EXHIBIT

C

Program Rules

Best Buy™ Reward Zone® Program MasterCard® card Terms & Conditions

The Reward Zone® program MasterCard® credit card is available to U.S. residents (excluding U.S. territories) of at least 18 years of age. Businesses and other commercial entities are not eligible for Reward Zone® program MasterCard accounts. By opening a Reward Zone® program MasterCard account, ("MasterCard Account") you represent that you are at least 18 years of age or older and you agree to the rules set forth below. The Reward Zone® program MasterCard card includes both Reward Zone® program benefits and MasterCard card benefits. Your Reward Zone® program membership will expire if no purchases are made using the Reward Zone® program membership, or the Reward Zone® program MasterCard during a calendar year. Your Reward Zone® program MasterCard card is nontransferable and is subject to present and future Reward Zone® program rules.

Employees of Best Buy™ Stores L.P. ("Best Buy™"), its affiliates and subsidiaries, and others who are eligible for employee-based discounts, or members of any corporate or industrial account of Best Buy™ ("Employees of Best Buy™") are eligible for the Reward Zone® program MasterCard card (subject to credit approval and certain geographical restrictions) but may not be eligible for special promotional offers using the Reward Zone® program MasterCard at Best Buy™. Employees of Best Buy™ who ordinarily are eligible for employee discounts will continue to be eligible for those discounts when the Reward Zone® program MasterCard is used. Employees of Best Buy™ may not be eligible for certain limited time promotional offers outside Best Buy™.

Earn Points

As a member of the Reward Zone® program, earn 1 point ("Point") for every \$1 you spend on qualifying purchases when you show your Reward Zone® program Membership Card ("Membership Card") or Reward Zone® program MasterCard card at the time of purchase in store at Best Buy™ stores, or when you enter your Membership number online for BestBuy.com purchases. Members also receive an additional 1 bonus Point for every 1 Point earned for qualifying purchases made using the Reward Zone® program MasterCard card at Best Buy™ store locations and online at BestBuy.com. Members also earn up to 1 Point for every \$1 dollar spent on Net Purchases outside Best Buy™ when using the Reward Zone® program MasterCard card. In addition, certain limited time promotions may be offered for Net Purchases outside Best Buy™ store locations or BestBuy.com that may enable Members to earn additional points. Net Purchases means any purchase of goods or services, excluding: 1) refunds, returns, and/or unauthorized transactions; 2) cash advances; or 3) any transaction that is equivalent to a cash transaction, such as, but not limited to, the purchase of wire transfers, money orders, bets, lottery tickets or casino gaming chips.

Points will post to your Reward Zone® program account

Where Else Can I Earn Points?

Did you know you also earn points when shopping at any of the following:

- » BestBuy.com
- » BBFB.com
- » [Participating Geek Squad® Locations](#)
- » [Participating Magnolia® Home Theater Locations](#)

approximately 30 days from purchase, date of delivery or date of shipment. Earn additional Points through special offers and promotions. Point calculations are based upon dollars spent at checkout on qualifying purchases (see "Non-Qualifying Items" below). When products are returned to the store or by mail, Points will be deducted from your Reward Zone® program account for that purchase/return. Points apply only to the first Membership Card or Reward Zone® program MasterCard card scanned in connection with any purchase. Membership Cards, Points, and reward certificates ("Certificate[s]") have no cash value. Membership Cards, Reward Zone® program MasterCard cards and Points are nontransferable. Lost or stolen Membership Cards will not be replaced. Best Buy™ is not responsible for communications, including Certificates, lost due to change of address or other contact information. Other restrictions or exclusions may apply.

Except for purchases at Best Buy™ stores, BestBuy.com or Magnolia Audio Video®, purchases at stores or other businesses owned by Best Buy™ Co. Inc., or any of its subsidiaries will be treated as purchases outside of Best Buy™.

Get Rewards

For every 250 points you earn in the Reward Zone® program, you will be eligible to receive Certificates redeemable for a \$5 discount off your future purchase of any qualifying products or services at participating Best Buy™ retail store locations. Certificates are not redeemable toward online purchases. 250 points are automatically deducted from your account for every \$5 in Certificate value issued to you. Check MyRewardZone.com for details on choices you have about how Certificates are issued to you. Certificates will be issued (by mail or electronically at MyRewardZone.com) approximately 6-8 weeks after reaching the issuance level you choose. Certificates are coupons for discounts off future in-store purchases and may only be redeemed for a discount off purchase amounts equal to or greater than the amount of the sum of the Certificates presented for redemption at Best Buy™ retail stores, excluding tax. Certificates may be used in conjunction with most other discounts or offers toward the purchase of products not to exceed purchase amount. Unless noted otherwise on the Certificate, each Certificate will expire if not redeemed within 180 days from the date it is issued. Certificates have no cash value and no change will be given for Certificate redemption. Certificates may only be used once. You may be notified of additional Non-Qualifying products and services. Lost, stolen, or expired Certificates will not be replaced. Other restrictions or exclusions may apply. Best Buy™ is not responsible for communications, including Certificates, lost due to change of address or changes in other contact information.

Non-Qualifying Items

Reward Zone® program Points will not be earned for the following: instant rebates and the value of mail-in rebates on purchases, Best Buy™ Gift Card purchases, purchases paid by Reward Certificate, sales tax, state fees, shipping charges, delivery charges, restocking fees, other excluded charges, and certain items that are excluded in particular promotions. Other exclusions may apply.

Reward Zone® program Certificates may not be redeemed for

discounts off the following items: prior purchases, purchase of Gift Cards, as payment on any Best Buy™ credit card or Reward Zone® program MasterCard card, or for tax or state fees. Other exclusions may apply.

Membership Cancellation, Modification, Expiration and Termination

You may cancel your Reward Zone® program Membership (but not your Reward Zone® program MasterCard card) at any time by notifying Customer Care by mail, e-mail or telephone. Cancellation may take from 6 to 8 weeks to finalize.

Best Buy™ may, at any time, terminate or modify the Reward Zone® program and program rules without any further obligations to members.

If you make no eligible purchase using your Reward Zone® program Member number during a calendar year, your Reward Zone® program Membership will automatically expire on the last day of that calendar year.

If your Reward Zone® program MasterCard card or Reward Zone® program Membership account is cancelled or expires, Certificates will be issued for accrued points that remain in the account. Regardless of the Certificate level that you may have chosen to have Certificates issued, Certificates will be issued for any \$5 Certificate amount that has been earned. Any points that remain in your account that are insufficient to qualify you for the lowest level value (\$5 Certificate) will be forfeited. Partial Certificates will not be issued.

If your Reward Zone® program MasterCard account is closed or cancelled, your Reward Zone® program account Membership may continue to exist separate from your closed, cancelled or terminated Reward Zone® program MasterCard account, however different rules may apply.

Best Buy™ reserves the right to terminate your membership, in its sole discretion.

Member Communications

You may view your Reward Zone® program account activity online at MyRewardZone.com. For information about your Reward Zone® program account (but not your MasterCard account), contact Customer Care with your Member ID.

- You can contact us by mail at: Best Buy™ Reward Zone® program, P.O. Box 9312, Minneapolis, MN 55440-9312
- By e-mail, contact us at rewardzone@bestbuy.com
- By phone, call toll free: 1-888-BEST BUY (1-888-237-8289) and select Reward Zone® program option

You may view your MasterCard account online at

RewardZoneMasterCard.com. For more information about your MasterCard account (but not your Reward Zone® program account), contact HSBC Customer Care at 1-800-419-4959.

General Program Information

The Reward Zone® program is brought to you by Best Buy™ Stores, L.P. ("Best Buy™"). By becoming a member of the Reward Zone® program, you agree to receive advertising, marketing materials and other communications from Best Buy™. BEST BUY, the BEST BUY logo, the tag design, the REWARD ZONE PROGRAM and other logos and taglines are the intellectual property of Best Buy™ Enterprise Services Inc., licensed to Best Buy™ Stores, L.P., and others under controlled conditions. MasterCard is a registered mark of MasterCard International, Incorporated. Membership rules are void where and to the extent prohibited by law. Taxes may apply where required by law.

Privacy Policy

The information you provide as a Member of the Reward Zone® program will be handled according to Best Buy™'s Privacy Policy. If you are interested in learning more about Best Buy™'s privacy practices, please contact Best Buy™ at 1-888-BEST BUY (1-888-237-8289) or visit BestBuy.com. The information you provide as a cardholder of the Reward Zone® program MasterCard card will be handled accordingly to HSBC Bank Nevada, N.A.'s Privacy Policy. To learn more about HSBC Bank Nevada, N.A. privacy practices, please contact HSBC at 1-800-419-4959 or visit www.rewardzonemastercard.com and click on the "Privacy Statement" link.

» [View Program Overview](#)

EXHIBIT

D

[Print](#) [Save](#) [Close](#) 

FAQs

What is the status of my Best Buy Reward Zone® online credit card application?

If you applied for credit using the online credit application and did not receive an immediate decision, you may check the status of your application by using our Online Application Inquiry. You can get to this page by clicking on the Inquiry link on the right navigation of the application page.

How long will it take to process my application?

After completing the application process and clicking the Submit Application button, you will receive a response page with a decision within 60 seconds. For your protection, you may be required to provide additional information to confirm your identity before receiving a decision.

Am I guaranteed to receive a credit card?

No, by applying for a credit card, you authorize HSBC to obtain a current credit bureau report about you and to verify the information provided on your application. Approval is pending review of these and of other information.

When will I receive my Best Buy Reward Zone® MasterCard® in the mail?

You will receive your card within 7-14 days in the mail.

Why do I need to provide my social security number and driver's license number?

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This includes your name, address, date of birth, and social security number. For your protection, we may also ask for your driver's license or state identification number to verify your identity.

Can I manage my account online?

Yes. Once you have been approved for an account, you can enroll in Online Customer Care. By enrolling in Online Customer Care you will be able to:

- Pay your bill online
- View your statement online
- View account balance, amount due and due date
- View account history online
- Download transaction history
- Check recent transactions

Visit <https://www.rewardzonemastercard.com> to enroll for Online Customer Care.

What is the Reward Zone® program?

The Reward Zone® program is a Best Buy loyalty-based program where members earn points on purchases they make at Best Buy. With the Reward Zone® program MasterCard®, members earn points faster as they can use the

Best Buy Consumer MBBC - FAQs

Page 2 of 2

card not only at Best Buy, but wherever MasterCard® is accepted. For more program details, visit MyRewardZone.com

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[Print](#) [Save](#) [Close](#) ☒

EXHIBIT

E

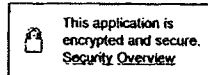
Best Buy MBBC Consumer - Review the Important Account Credit Terms

Page 1 of 1

[Privacy/Security](#) | [Contact Us](#) | [FAQs](#)



[Apply](#) [Review Terms](#) [Decision](#)



Terms and Conditions

Important Terms of Your Best Buy Credit Card Account and Disclosure Statement

[\[Print or Save \]](#)

Read the notice below carefully and print and/or download a copy for your records.

The Reward Zone® program
MasterCard® Privacy Statement
HSBC BANK NEVADA, N.A.

Our Commitment to You

HSBC Bank Nevada, N.A., ("HSBC Bank Nevada") is the proud issuer of the Reward Zone program

☐ * I agree to the Important Terms & Disclosure Statement of the Best Buy Reward Zone® MasterCard®.

Promotional Information

The credit card rates and terms shown above represent the standard credit card program. Separate promotional rates and terms may apply for the items that qualify for special financing.

By clicking the Submit Application button, you confirm your authorization for HSBC Bank Nevada, N.A. to obtain data from VERID to confirm your identity to reduce the possibility of fraudulent transactions in your name.

HSBC Bank Nevada, N.A. takes the security of its customers seriously and will work with law enforcement officials to prosecute individual(s) committing fraud in connection with our online application process.

[Cancel Previous](#)

[Submit Application](#) Secure

[Privacy/Security](#) | [Contact Us](#) | [FAQs](#) | [Web Site Terms & Conditions](#) |

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Need Help?



[Click here](#)
to speak to a Customer
Service Representative
immediately

EXHIBIT

F



GARY DAVIS - Valued Cardmember Since 2007

Page 1 of 2

ACCOUNT SUMMARY	
ACCOUNT NUMBER	5268-3500-0197-2566
CASH CREDIT LIMIT †	\$300
CASH LIMIT AVAILABLE	\$241
TOTAL CREDIT LIMIT	\$300
TOTAL CREDIT LIMIT AVAILABLE	\$241
STATEMENT DATE	04/17/07

PAYMENT SUMMARY	
MINIMUM PAYMENT*	\$15.00
CURRENT PAYMENT DUE*	\$15.00
PAYMENT DUE DATE	05/11/07
OVERLIMIT AMOUNT	\$0.00
PAST DUE AMOUNT	\$0.00
*See reverse side for an explanation of these amounts.	

BALANCE SUMMARY	
PREVIOUS BALANCE	\$0.00
PAYMENTS/CREDITS	\$0.00
PURCHASES/DEBITS	\$59.00
LATE PAYMENT CHARGE	\$0.00
MISC. FINANCE CHARGE	\$0.00
FINANCE CHARGE	\$0.00
NEW BALANCE	\$59.00

† Cash Credit Limit is a portion of the Total Credit Limit

TRANSACTION SUMMARY			
(For additional transaction detail go to www.rewardzonemastercard.com)			
TRANS DATE	POST DATE	TRANSACTION DESCRIPTION	AMOUNT
MASTERCARD			
04/02	04/02	ANNUAL FEE ASSESSED	\$59.00

FINANCE CHARGE CALCULATION						
This is a grace account. Grace period information on back.						
Days in Billing Cycle: 30						
MASTERCARD						
	Average Daily Balance	Daily Periodic Rate	FINANCE CHARGES At Periodic Rate	Cash Advance Fees	Nominal Annual Percentage Rate	ANNUAL PERCENTAGE RATE
PURCHASES	\$0.00	0.04220%	\$0.00	\$0.00	15.40%	15.400%
CASH ADVANCES	\$0.00	0.00000%	\$0.00	\$0.00	26.24%	26.240%

✓ **MAIL PAYMENTS TO:**
 REWARD ZONE PROGRAM
 MASTERCARD
 PO BOX 60102
 CITY OF INDUSTRY CA 91716-0102

QUESTIONS?
 24-HOUR AUTOMATED ACCOUNT INFORMATION
 ENGLISH/ESPAÑOL 1-800-419-4959
 TDD HEARING IMPAIRED: 1-800-655-9392
☒ Manage your account online at:
www.rewardzonemastercard.com

☒ **MAIL INQUIRIES TO:**
 REWARD ZONE PROGRAM
 MASTERCARD
 PO BOX 80045
 SALINAS CA 93912-0045

5005015 17 000000609 G STMT80 D C 00006173 BBG1
 PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assure Proper Credit Please Write Your Account Number On Your Check

Exhibit B

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

HSBC BANK NEVADA, N.A., a national bank; HSBC FINANCE CORPORATION, a Delaware corporation; BEST BUY CO., Inc., a Minnesota corporation; BEST BUY STORES, L.P., a Virginia limited partnership; and DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

GARY DAVIS, an individual; on behalf of himself, and as PRIVATE ATTORNEY GENERAL, and on behalf of all others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

SUM-100

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUL 28 2008

John A. Clarke, Executive Officer/Clerk

BY MARY GARCIA, Deputy

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia. Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
111 N. HILL STREET
LOS ANGELES, CALIFORNIA 90012-3014
CENTRAL DISTRICT

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Drew B. Pomerance, Esq. (State Bar No. 101239) 818/992-9999 818/992-9991
Roxborough, Pomerance & Nye, LLP
5820 Canoga Avenue, Suite 250
Woodland Hills, California 91366

DATE:

(Fecha) JUL 28 2008

JOHN A. CLARKE, CLERK**M. GARCIA**

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons. (POS-010)).

NOTICE TO THE PERSON SERVED: You are served1. ☐ as an individual defendant.2. ☐ as the person sued under the fictitious name of (specify):3. ☒ on behalf of (specify):under: ☐ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☒ CCP 416.40 (association or partnership)☐ other (specify):4. ☐ by personal delivery on (date): 7/31/08

BEST BUY STORES, L.P.
a Virginia limited
partnership
CCP 416.80 (minor)
CCP 416.70 (conservatee)
CCP 416.90 (authorized person)

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

HSBC BANK NEVADA, N.A., a national bank; HSBC FINANCE CORPORATION, a Delaware corporation; BEST BUY CO., Inc., a Minnesota corporation; BEST BUY STORES, L.P., a Virginia limited partnership; and DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

GARY DAVIS, an individual, on behalf of himself, and as PRIVATE ATTORNEY GENERAL, and on behalf of all others similarly situated,

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(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUL 28 2008

John A. Clarke, Executive Officer/Clerk

BY MARY GARCIA, Deputy

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
111 N. HILL STREET
LOS ANGELES, CALIFORNIA 90012-3014
CENTRAL DISTRICT

CASE NUMBER: **BC395293**
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Drew E. Pomerance, Esq. (State Bar No. 101239) 818/992-9999 818/992-9991
Roxborough, Pomerance & Nye, LLP
5820 Canoga Avenue, Suite 250
Woodland Hills, California 91366

DATE:

(Fecha) **JUL 28 2008**

JOHN A. CLARKE, CLERK

M. GARCIA

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify):

**BEST BUY CO., INC., a
Minnesota Corporation**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date): **7/21/08**

(SEAL)

08/15/08 02:5. 7/13/08 08:30

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

HSBC BANK NEVADA, N.A., a national bank; HSBC FINANCE CORPORATION, a Delaware corporation; BEST BUY CO., Inc., a Minnesota corporation; BEST BUY STORES, L.P., a Virginia limited partnership; and DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

GARY DAVIS, an individual; on behalf of himself, and as PRIVATE ATTORNEY GENERAL, and on behalf of all others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUL 28 2008

John A. Clarke, Executive Officer/Clerk

BY MARY GARCIA, Deputy

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
111 N. HILL STREET
LOS ANGELES, CALIFORNIA 90012-3014
CENTRAL DISTRICT

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Drew E. Pomerance, Esq. (State Bar No. 101239) 818/992-9999 818/992-9991
Roxborough, Pomerance & Nye, LLP
5820 Canoga Avenue, Suite 250
Woodland Hills, California 91366

DATE:

JUL 28 2008

(Fecha)

JOHN A. CLARKE, CLERK

M. GARCIA

Deputy

(Adjunto)

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NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify): **HSBC BANK USA, NATIONAL ASSOCIATION**
3. ☒ on behalf of (specify): **on behalf of HSBC BANK NEVADA, N.A. a national bank**

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
- ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
- ☒ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
- ☐ other (specify):

4. ☐ by personal delivery on (date): **7/13/08 8/13/08**

(SEAL)

PROOF OF SERVICE

I declare that I am over the age of eighteen (18) and not a party to this action. My business address is 2029 Century Park East, Suite 2600, Los Angeles, California 90067.

On August 29, 2008, I served the following document: **NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. § 1441(d)** on the interested parties in this action by placing a true and correct copy of each document thereof, enclosed in a sealed envelope, addressed as follows:

Drew E. Pomerance, Esq.
ROXBOROUGH, POMERANCE & NYE, LLP
5820 Canoga Avenue, Suite 250
Woodland Hills CA 91367

☒ (X) (BY MAIL) I am "readily familiar" with the normal business routine for collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence is deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date, following ordinary business practices, in the United States mail at Los Angeles, California

Executed on August 29, 2008 at Los Angeles, California.

☐ () (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ (X) (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


VICTORIA BOYD

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge George King and the assigned discovery Magistrate Judge is Jacqueline Chooljian.

The case number on all documents filed with the Court should read as follows:

CV08- 5692 GHK (JCx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I(a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) GARY DAVIS, an individual; on behalf of himself and as PRIVATE ATTORNEY GENERAL, and on behalf of all others similarly situated, (b) County of Residence of First Listed Plaintiff (Except in U.S. Plaintiff Cases): Los Angeles (c) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Drew E. Pomerance (SBN 101239) Roxborough, Pomerance & Nye LLP 5820 Canoga Avenue Suite 250 Woodland Hills CA 91367 818-992-9999	DEFENDANTS HSBC BANK NEVADA, N.A.; HSBC FINANCE CORPORATION; BEST BUY CO., Inc. and BEST BUY STORES, L.P. County of Residence of First Listed Defendant (In U.S. Plaintiff Cases Only): Los Angeles Attorneys (If Known) Stuart M. Richter (SBN 126231) Katten Muchin Rosenman LLP 2029 Century Park East Suite 2600 Los Angeles CA 90067 310-788-4400
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II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
 (Place an X in one box for plaintiff and one for defendant.)

- | | | | | | |
|---|---|--------------------------------|---|--------------------------------|---|
| Citizen of This State | PTF <input checked="" type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State | PTF <input type="checkbox"/> 2 | DEF <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | PTF <input type="checkbox"/> 5 | DEF <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | PTF <input type="checkbox"/> 3 | DEF <input type="checkbox"/> 3 | Foreign Nation | PTF <input type="checkbox"/> 6 | DEF <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT: \$ 5,000,000**

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Unfair competition, false advertising and fraud

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	TORTS PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litig. <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609
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VIII(a). IDENTICAL CASES: Has this action been previously filed and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s):

FOR OFFICE USE ONLY: Case Number:

CV08-05692

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(b). RELATED CASES: Have any cases been previously filed that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: List the California County, or State if other than California, in which EACH named plaintiff resides (Use an additional sheet if necessary)

☐ Check here if the U.S. government, its agencies or employees is a named plaintiff.

Los Angeles

List the California County, or State if other than California, in which EACH named defendant resides. (Use an additional sheet if necessary).

☐ Check here if the U.S. government, its agencies or employees is a named defendant.

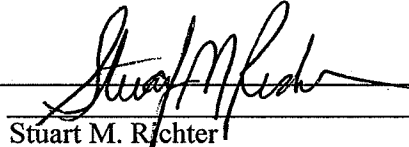
Los Angeles

List the California County, or State if other than California, in which EACH claim arose. (Use an additional sheet if necessary)

Note: In land condemnation cases, use the location of the tract of land involved.

Los Angeles

X. SIGNATURE OF ATTORNEY (OR PRO PER):



Stuart M. Richter

Date 8/29/08

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))